Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

Filing at a Glance

Company: Penn Mutual Life Insurance Company

Product Name: PUA Riders etc. SERFF Tr Num: PNMU-127066760 State: Arkansas
TOI: L08 Life - Other SERFF Status: Closed-Approved-State Tr Num: 48307

Closed

Sub-TOI: L08.000 Life - Other Co Tr Num: PUA RIDERS, ETC. State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Nancy Yannuzzi, Rita Disposition Date: 03/23/2011

Bellew

Date Submitted: 03/22/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: PUA Riders etc. Status of Filing in Domicile: Pending

Project Number: APPUA-11 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 03/23/2011

State Status Changed: 03/23/2011

Deemer Date: Created By: Nancy Yannuzzi

Submitted By: Rita Bellew Corresponding Filing Tracking Number: PUA

Riders etc.

Filing Description:

The Penn Mutual Life Insurance Company is submitting the following form for your review and approval:

Form / Title / Form Replaced

APPUA-11 / Rider—Accelerated Permanent Paid-Up Additions Agreement / None EPPUA-11 / Rider — Enhanced Permanent Paid-Up Additions Agreement / None EWP-11 / Rider— Enhanced Disability Waiver of Premium Agreement / None

Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

Form APPUA-11 is a rider that provides the option on each monthly anniversary to make a payment to purchase participating paid up life insurance for the purpose of increasing paid-up life insurance and decreasing and Term Insurance Benefits.

Form EPPUA-11 is a rider that provides the option on each monthly anniversary to make a payment to purchase participating paid up life insurance.

Form EWP-11 is a rider that provides for the waiver of premiums in the event of total disability, as defined in the form.

This rider will be used with our previously approved (or deregulated) Whole Life Insurance Policy, TL-08(S)(AR) and TL-08(U)(AR). These forms were approved by your department on 1-11-2008.

We have placed brackets around the variable information. The enclosed Statement of Variability lists the ranges for this variable information.

Company and Contact

Filing Contact Information

Nancy Yannuzzi, Senior Manager, Policy Filing yannuzzi.nancy@pennmutual.com

VIM C3G 215-956-8893 [Phone] Philadelphia, PA 19172 215-956-8145 [FAX]

Filing Company Information

Penn Mutual Life Insurance Company

CoCode: 67644

State of Domicile: Pennsylvania

VIM C3G

Group Code: 850

Company Type: Life Insurance and

Annuity

Philadelphia, PA 19172 Group Name: Penn Mutual Life Ins. State ID Number:

Co.

(215) 956-8893 ext. [Phone] FEIN Number: 23-0952300

Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Penn Mutual Life Insurance Company \$0.00 03/22/2011

Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	03/23/2011	03/23/2011

Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

Disposition

Disposition Date: 03/23/2011

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Act Memos		No
Supporting Document	Statement of Variability		Yes
Form	Rider-Accelerated Permanent Paid-Up		Yes
	Additions Agreement		
Form	Rider-Enhanced Premium Paid-Up		Yes
	Additions Agreement		
Form	Rider-Enhanced Disability Waiver of		Yes
	Premium Agreement		

Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

Form Schedule

Lead Form Number: APPUA-11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Clara	APPUA-11	ract/Fratern	Rider-Accelerated Permanent Paid-Up Additions Agreement	Initial		46.200	Accelerated_ Blend_PUA _APPUA- 11.pdf
	EPPUA-11	ract/Fratern	Rider-Enhanced Premium Paid-Up Additions Agreement	Initial		47.100	Enhanced_Pe rm_PUA _EPPUA- 11.pdf
	EWP-11	ract/Fratern	Rider-Enhanced Disability Waiver of Premium Agreement	Initial		49.200	Enhanced_W aiver_Rider_E WP-11.pdf

Rider - Accelerated Permanent Paid-Up Additions Agreement

The Penn Mutual Life Insurance Company agrees, subject to the provisions of this supplemental agreement, to provide the Accelerated Permanent Paid-Up Additions Benefit. This supplemental agreement is a part of the policy to which it is attached. It is subject to all of the provisions of the policy unless stated otherwise in this agreement.

Benefit - The Owner will have the right, as of the effective date of this agreement, and on any policy monthly anniversary while this option is in effect, to make a one sum purchase payment and to have this payment applied to purchase participating paid-up life insurance for the purpose of decreasing the amount of the Term Insurance Benefit of the Flexible Protection Agreement. The purchase payment will be in addition to the premium then due. The value of any paid-up life insurance will be calculated in the same manner as in the policy to which this supplemental agreement is attached, which is equal to the net single premium at the Insured's attained age for the amount of the Paid-Up Additions. The value on a date during a policy year is computed with due allowance for the time elapsed in the year.

The Flexible Protection Agreement must be attached to the policy at issue to select this rider. Once the amount of the Term Insurance Benefit is equal to zero or the Flexible Protection Agreement is terminated, any purchase payment under this option will be applied to purchase additional participating paid-up insurance.

Conditions - Each exercise of this option will be subject to these rules:

- (1) The Paid-Up Additions dividend option must be in effect under the policy to which this agreement is attached at the time this option is exercised.
- (2) The amount of each purchase payment must be at least [\$25]. The total amount of the purchase payments paid on the monthly anniversaries in the first policy year after the effective date of this agreement cannot be greater than the maximum allowed by Company rules in effect at that time. In any subsequent policy year the total amount of purchase payments paid in any policy year may not be greater than the Annual Payment Limit. The Annual Payment Limit is set at issue by the Owner and cannot be greater than the maximum allowed by the Company rules in effect at that time.
- (3) In any policy year, beginning with policy year 3 and ending at the Insured's attained age 65, any shortfall between the total purchase payments paid in the prior policy year and the Annual Payment Limit may be paid without evidence of insurability in addition to the Annual Payment Limit for the year.
- (4) By exercise of this option on a monthly anniversary, the total purchase payments made under this agreement in a policy year may not exceed the maximum allowed by Company rules unless the required evidence of insurability is provided to the Company. Any additional evidence required under this option will become part of the application for the policy to which this agreement is attached. Paid-Up Additions purchased under this option will become incontestable with respect to statements made in the application for such additions after this agreement has been in force during the life of the Insured for two years from the date of such application.
- (5) No purchase payment will be accepted under this option if the premiums for the policy to which this agreement is attached are being waived under the Disability Waiver of Premium Agreement.

Charges - A charge equal to a percentage of the purchase payment will be made upon each exercise of this option. The charge is [10%] for purchase payments paid in the first policy year, and is [5%] for purchase payments paid in subsequent policy years. If purchase payments are made on monthly anniversaries other than the policy anniversary an additional charge equal to a percentage of the purchase payment will be made upon each exercise of this option. The percentage charge is [2%]. The balance of each purchase payment will be applied to purchase paid-up life insurance. The balance will be applied on the same basis as dividends are applied under the Paid-Up Additions dividend option, using the attained age of the Insured as of the monthly anniversary.

APPUA-11

Rider - Accelerated Permanent Paid-Up Additions Agreement (continued)

The premiums shown on Page 3 of the policy do not include any purchase payments to be made under this option.

Automatic Premium Loan Option - The Automatic Premium Loan Option of the policy to which this agreement is attached will not be used to make purchase payments under this option. Purchase payments will not be waived under any Disability Waiver of Premium Agreement which is a part of the policy to which this agreement is attached.

Incontestability - This agreement will be incontestable after it has been in force during the life of the Insured for two years from its Effective Date.

Termination - The option will terminate:

- (a) if the policy to which this agreement is attached lapses, is fully surrendered or becomes paid up;
- (b) if the dividend option under the policy to which this agreement is attached is changed from Paid-Up Additions to another option; or
- (c) if no purchase payment has been made in any of the five previous policy years, unless premiums are then being waived under a Disability Waiver of Premium Agreement which is part of the policy to which this agreement is attached; or
- (d) the next premium due date after (i) the receipt at the Home Office of a written request by the Owner to terminate this agreement, and (ii) the return of this policy for appropriate endorsement.

The termination of this option will not affect any paid-up life insurance which has been purchased under this option. The values and death benefits provided by paid-up additional life insurance purchased under this option are not shown in the policy to which this agreement is attached.

Effective Date - The Effective Date of this agreement is the same as the Date of Issue of the policy to which this agreement is attached, unless another date is shown below.

The Penn Mutual Life Insurance Company

Eleen C. McAnnell

President

Rider - Enhanced Permanent Paid-Up Additions Agreement

The Penn Mutual Life Insurance Company agrees, subject to the provisions of this supplemental agreement, to provide the Enhanced Permanent Paid-Up Additions Benefit.

This supplemental agreement is a part of the policy to which it is attached. It is subject to all of the provisions of the policy unless stated otherwise in this agreement.

Benefit - The Owner will have the right, as of the effective date of this agreement, and on any policy monthly anniversary while this option is in effect, to make a one sum purchase payment and to have this payment applied to purchase participating paid-up life insurance. The purchase payment will be in addition to the premium then due. The value of any paid-up life insurance will be calculated in the same manner as in the policy to which this supplemental agreement is attached, which is equal to the net single premium at the Insured's attained age for the amount of the Paid-Up Additions. The value on a date during a policy year is computed with due allowance for the time elapsed in the year.

Conditions - Each exercise of this option will be subject to these rules:

- (1) The Paid-Up Additions dividend option or Premium Reduction dividend option must be in effect under the policy to which this agreement is attached at the time this option is exercised.
- (2) The amount of each purchase payment must be at least [\$25]. The total amount of the purchase payments paid on the monthly anniversaries in the first policy year after the effective date of this agreement cannot be greater than the maximum allowed by Company rules in effect at that time. In any subsequent policy year the total amount of purchase payments paid in any policy year may not be greater than the Annual Payment Limit. The Annual Payment Limit is set at issue by the Owner and cannot be greater than the maximum allowed by the Company rules in effect at that time.
- (3) In any policy year, beginning with policy year 3 and ending at the Insured's attained age 65, any shortfall between the total purchase payments paid in the prior policy year and the Annual Payment Limit may be paid without evidence of insurability in addition to the Annual Payment Limit for the year.
- (4) By exercise of this option on a monthly anniversary, the total purchase payments made under this agreement in a policy year may not exceed the maximum allowed by Company rules unless the required evidence of insurability is provided to the Company. Any additional evidence required under this option will become part of the application for the policy to which this agreement is attached. Paid-Up Additions purchased under this option will become incontestable with respect to statements made in the application for such additions after this agreement has been in force during the life of the Insured for two years from the date of such application.
- (5) No purchase payment will be accepted under this option if the premiums for the policy to which this agreement is attached are being waived under the Disability Waiver of Premium Agreement.

Charges - A charge equal to a percentage of the purchase payment will be made upon each exercise of this option. The charge is [10%] for purchase payments paid in the first policy year, and is [5%] for purchase payments paid in subsequent policy years. If purchase payments are made on monthly anniversaries other than the policy anniversary an additional charge equal to a percentage of the purchase payment will be made upon each exercise of this option. The percentage charge is [2%]. The balance of each purchase payment will be applied to purchase paid-up life insurance. The balance will be applied on the same basis as dividends are applied under the Paid-Up Additions dividend option, using the attained age of the Insured as of the monthly anniversary.

EPPUA-11

Rider - Enhanced Permanent Paid-Up Additions Agreement (continued)

The premiums shown on Page 3 of the policy do not include any purchase payments to be made under this option.

Automatic Premium Loan Option - The Automatic Premium Loan Option of the policy to which this agreement is attached will not be used to make purchase payments under this option. Purchase payments will not be waived under any Disability Waiver of Premium Agreement which is a part of the policy to which this agreement is attached.

Incontestability - This agreement will be incontestable after it has been in force during the life of the Insured for two years from its Effective Date.

Termination - The option will terminate:

- (a) if the policy to which this agreement is attached lapses, is fully surrendered or becomes paid up;
- (b) if the dividend option under the policy to which this agreement is attached is changed from Paid-Up Additions or Premium Reduction to another option; or
- (c) if no purchase payment has been made in any of the five previous policy years, unless premiums are then being waived under a Disability Waiver of Premium Agreement which is part of the policy to which this agreement is attached; or
- (d) the next premium due date after (i) the receipt at the Home Office of a written request by the Owner to terminate this agreement, and (ii) the return of this policy for appropriate endorsement.

The termination of this option will not affect any paid-up life insurance which has been purchased under this option. The values and death benefits provided by paid-up additional life insurance purchased under this option are not shown in the policy to which this agreement is attached.

Effective Date - The Effective Date of this agreement is the same as the Date of Issue of the policy to which this agreement is attached, unless another date is shown below.

The Penn Mutual Life Insurance Company

Elean C. McAnnell

President

Rider - Enhanced Disability Waiver of Premium Agreement

The Penn Mutual Life Insurance Company agrees, subject to the provisions of this supplemental agreement, to provide the Waiver of Premium Benefit.

This Supplemental agreement is a part of the policy to which it is attached. It is subject to all of the provisions of the policy unless stated otherwise in this agreement.

Waiver of Premium Benefit - This benefit provides for the waiver of the premiums for this policy. The premiums will be waived as stated below upon receipt by the Company of due proof of the total disability of the Insured and due proof that the total disability:

- (a) began while this agreement was in force prior to the anniversary of this policy which is nearest to the Insured's 65th birthday;
- (b) has continued without interruption for four months during the life of the Insured; and
- (c) if this agreement was issued prior to the Insured's age five, began on or after the anniversary of the policy which is nearest to the Insured's fifth birthday

The premiums which will be waived are as follows:

- (1) If the total disability of the Insured begins prior to the anniversary of this policy which is nearest to the Insured's 60th birthday, the premiums which will be waived are those which become due during the continuance of the disability.
- (2) If the total disability of the Insured begins on or after the anniversary of this policy which is nearest to the Insured's 60th birthday, the premiums which will be waived are those which become due during the continuance of the disability until the anniversary of this policy which is nearest to the Insured's 65th birthday or if longer, during the first two years after the date that disability begins.

Any premium which is due after the date that the total disability of the Insured begins but before it has continued for four months will be payable when due as stated in this policy. If the total disability of the Insured begins during the grace period of a premium which has not been paid and if premiums are later waived because of that disability, the premium which has not been paid must be paid to the Company with interest. The interest will be at a rate of 6% per year compounded annually.

If premiums are waived because of the total disability of the Insured, the part of any premium paid which applies to the period beyond the end of the policy month in which that disability began will be refunded to the Owner. However, no premium which was due more than one year prior to the time that the notice of claim is given to the Company at its Home Office will be waived or refunded unless it is shown that that the notice of claim was given as soon as was reasonably possible.

Premiums will be waived at the interval of payment which is in effect on the date that the total disability of the Insured begins. All of the values, dividends and other benefits in this policy will be the same as if the premiums which are waived had been paid. However, the Death Benefit in this policy will not include the part of any premium waived which applies to the period beyond the end of the policy month in which the death of the Insured occurs.

Total Disability Defined - As used in this agreement, total disability of the Insured means an incapacity of the Insured which:

- (a) results from bodily injury or disease; and
- (b) prevents the Insured from performing substantially all of the duties which pertain to an occupation.

The term occupation means:

- (a) during the first 72 months of the disability, the Insured's own occupation; and
- (b) after the first 72 months of the disability, any occupation for which the Insured is suited by education, training or experience.

Page 1 of 3

Rider - Enhanced Disability Waiver of Premium Agreement (continued)

The total and irrecoverable loss by the Insured of any of the following will be considered to be total disability even though the Insured may be able to work an occupation:

- (a) the sight of both eyes;
- (b) the use of both hands or of both feet;
- (c) the use of one hand and one foot;
- (d) speech; or
- (e) hearing.

Risks Not Assumed - Premiums will not be waived if the total disability of the Insured results from injuries which were willfully and intentionally self-inflicted.

Notice of Claim and Proof of Total Disability - Premiums will be waived only if a written notice of claim and due proof of the total disability of the Insured are given to the Company at its Home Office. The notice and the proof must be given:

- (1) during the life of the Insured and during the continuance of the disability; and
- (2) not more than one year after the time that this agreement terminates.

The failure to give the notice and the proof will not invalidate or reduce a claim if it is shown that the notice and proof were given as soon as was reasonably possible.

The Company may require due proof of the continuance of the total disability of the Insured. At reasonable intervals, a medical examination of the Insured by a medical examiner who is named by the Company may be required. Such proof of examination will not be required more often than once a year after the total disability of the Insured has continued for two years. The failure to give such proof or to submit to such examinations will cause the benefit under this agreement to cease.

If the Insured is totally disabled on the anniversary of this policy which is nearest to the Insured's 65th birthday and if the premiums for the five years prior to that anniversary have been waived under this agreement, no further proof will be required. The Company will then waive all premiums for this policy as they come due.

Premiums - The premiums for this agreement are included in the premiums which are shown on Page 3. Upon termination of this agreement, the premiums which are shown on Page 3 will be reduced by any amount which had been included for this agreement.

Incontestability - This agreement will be incontestable after it has been in force during the life of the Insured for two years from its Effective Date except as to total disability of the Insured which begins prior to the end of such two year period.

Termination - This agreement will terminate upon:

- (a) the anniversary of this policy which is nearest to the Insured's 65th birthday, provided that such termination will not affect any benefit which is payable because of a total disability of the Insured which began prior to that anniversary;
- (b) lapse of this policy;
- (c) the date of the death of the Insured
- (d) surrender of this policy;
- (e) expiry of this policy;
- (f) any date after which no further premiums are due on this policy; or
- (g) the next premium due date after (i) the receipt at the Home Office of a written request by the Owner to terminate this agreement, and (ii) the return of this policy for appropriate endorsement.

Page 2 of 3

Rider - Enhanced Disability Waiver of Premium Agreement (continued)

Effective Date - The Effective Date of this agreement is the same as the Date of Issue of this policy unless another date of issue is shown below.

The Penn Mutual Life Insurance Company

Eleen C. McDonnell President

Company Tracking Number: PUA RIDERS, ETC.

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: PUA Riders etc.

Project Name/Number: PUA Riders etc./APPUA-11

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:
Attachment:
Flesch Cert.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

Application PM1143 was approved on 1-29-09 under SERFF# PNMU-125943047

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments: Attachment:

Statement_of_Variability.pdf

The Penn Mutual Life Insurance Company

CERTIFICATION

"This is to certify that the form listed below is in compliance with the requirements of Ark. Stat. Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act."

Form No.	<u>Title</u>	Flesch Score
APPUA-11	Rider – Accelerated Permanent Paid-Up Additions Agreement	46.2
EPPUA-11	Rider – Enhanced Permanent Paid-Up Additions Agreement	47.1
EWP-11	Rider – Enhanced Disability Waiver of Premium Agreement	49.2

Nancy A. Yannuzzi

Senior Manager of

March 21, 2011

^{*} Meets the minimum score of 40 achieved when combined with the appropriate policy forms.

Statement of Variability

Date: March 7, 2011

Form Number(s) APPUA-11, EPPUA-11 and EWP-11

The brackets indicate those items which have a range of variability based on the descriptions cited below. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. All changes applied to the rider will be in accordance with the guidelines described below.

Any changes will be applicable only to new issues.

Section/Section #	Page Number	<u>Description</u>
Rider form APPUA-11 and EPPUA-11	Page 1 of 2	[A] We bracket the amount of \$25 as the cost/benefit analysis may support raising the Minimum. The range would be a minimum of \$25,00 and a maximum of \$100.00.
Rider form APPUA-11 and EPPUA-11	Page 1 of 2	[B] The 10%, 5% and 2% may vary due to processing costs. The range would be a minimum of 0% and a maximum of 30% for each.
Rider form APPUA-11, EPPUA-11, EWP-11	Last Page of each	[C] The officer's signature of the rider forms May change based on the person holding the Position of authority at the time the rider is issued.